

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 Transition Requirements

FAR 52.237-3 “Continuity of Services” (Jan 1991), as listed in Section I of this RFP and Section titled “Military OneSource Program Transition within the attached performance work statement. At contract award, the Government shall use a NTE 90 day transition period to transfer Military OneSource from the outgoing to the incoming Contractor. Any unsuccessful offeror shall provide all reasonable support to the Government and the new contractor to ensure an orderly transition and no lapse in service in regard to the operational readiness of the Military OneSource Program.

H.2 Save Harmless and Indemnity

The Contractor shall save harmless and provide indemnity to the Government against any and all liability, claims, and costs of whatever kind and nature for injury or death of any person or persons and loss of damage to any property (Government or otherwise) occurring in connection with or in any incident to or arising out of the performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor or subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

H.3 Clause Modifications

Due to potential unforeseen circumstances attributable to the requirements solicited under this contract, the Government reserves the right to add, delete or modify clauses to facilitate specific conditions.

H.4 Conflict of Interest

It is the Department of the Interior’s policy to avoid situations in the procurement process where, by virtue of work or services performed for DOI or DoD, or as the result of data acquired from DOI, DoD, or from industry, a particular company:

- a. Is given unfair competitive advantage over the companies in respect to future DOI or DoD business;
 - b. Is placed in a position to affect Government actions under circumstances in which there is danger that the company’s judgment may be biased; or
 - c. Otherwise finds that a conflict exists between the performance of work or devices for Government in an impartial manner and the company’s self-interest.
- If the Contractor has reason to believe that a task assigned by the Contracting Officer or a task being performed by the Contractor violates this policy, the Contractor shall promptly notify the Contracting Officer and state the reasons why a conflict of interests exists, or may appear to exist. After receiving such notice the Contracting Officer shall promptly inform the Contractor whether it should begin, or continue, the assigned task. Further, the offeror shall ensure that all personnel maintain the highest degree of sensitivity, compassion, and respect for service members and their families. The offeror shall remain free of any political bias and shall ensure consistency of service regardless of installation, location, or any other factor.

Financial counselors shall provide service delivery that meets the standards in DODI 1342.7, and assist Service members and their families with personal financial readiness. Regular reviews of Activity Reports and quality assurance review of financial services shall indicate that all financial counselors are practicing within the authorized scope of care.

Organizational and Consultant Conflicts of Interest

- a. It is recognized by the parties hereto that the effort performed by the contractor under this contract is of a nature that it creates a potential organizational conflict of interest as contemplated under FAR Subpart 9.5.
- b. In the performance of this contract, the contractor may have access to data which is procurement sensitive or is proprietary to other companies, Government consultants or advisors, or the Government. The contractor agrees that it will not utilize such procurement sensitive or proprietary data in performance of future competitive contracts, for studies in the same field. The contractor further agrees not to act as a subcontractor or consultant to any other prime contractor or subcontractor seeking to utilize such data.
- c. The contractor will include the provisions of paragraphs a and b in every first tier subcontract for performance of any portion of this requirement.
- d. The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances, which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- e. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the OCO. This disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.
- f. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the OCO, the Government may terminate the Task Order.
- g. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts.

H.5 Supervision of Contractor Employees

- a. Personnel assigned to render services under this contract shall be at all times under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required under this contract.
- b. If the Contractor finds clarification necessary with respect to the scope of the services to be performed hereunder, he/she shall request in writing such clarification from the Contracting Officer.
- c. Contractor personnel shall not at any time during the contract period of performance be employees of the U.S. Government.

H.6 Removal of Contractor Personnel

It is understood that all personnel assigned by the Contractor to the performance of work hereunder must be acceptable to the Government in terms of personal and professional conduct and must successfully initiate a full background investigation before obtaining access to the premises. Any person in the Contractor's organization, or in any subcontractor's organization, who is deemed by the Contracting Officer or the COTR to conflict with the interest of the Government, shall be immediately removed from this contract. The reason for removal shall be fully documented in writing by the Contracting Officer. Any security violations, denials or revocations of security clearance may be construed as grounds for immediate removal from the premises and the contract. Further, the Government shall have the right to cause the contractor to replace any individual who is determined by the Government to be a security risk, under the influence of alcohol or drugs, or is physically or mentally impaired to the extent that they cannot perform the tasks established by the contract. Such determination to be made within the sole discretion of the Military Service Headquarters Manager who will then report findings to OSD who will then subsequently report findings to the Contracting Officer. Such determination shall not relieve the contractor from meeting the performance requirements of this contract.

H.7 Notice To The Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.8 Non-Payment for Additional Work

Any additional services or a change to the work specified which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed Contracting Officer except as may be explicitly authorized in the contract, is not authorized and will not be paid for by the DOI. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions of this contract.

H.9 Key Personnel

- (a) The contractor agrees to assign to the contract those key persons whose resumes were submitted as required to fill the requirements. No substitution or addition of personnel will be made except in accordance with this clause.
- (b) The contractor agrees that to ensure continuity, personnel will remain on the project as long as they are employed with the company and performing satisfactorily. No personnel substitutions will be permitted, unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the contractor must promptly notify the contracting officer or COTR and provide the information required by paragraph (d) below. Contractor shall provide to the contracting officer, letters of commitment from the team members (including subcontractors) assigned to the project.
- (c) If key personnel, for whatever reason, become unavailable to work under this contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in its proposal, the contractor must propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed key personnel substitutions must be submitted, in writing, to the contracting officer/COTR at least 15 days prior to the proposed substitution. Each request must provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume from the proposed substitute and any other information required by the contracting officer to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions must be submitted in contractor format. All proposed substitutes (no matter when they are proposed during the performance period) must have qualifications that are equal or higher than the qualifications of the person being replaced. No change in fixed unit prices may occur as a result of key personnel substitution.
- (e) In the event the contractor designates additional key personnel as deemed appropriate for the requirement, the contractor must submit to the contracting officer for approval the information required in paragraph (d) above.
- (f) The contracting officer will evaluate requests for substitutions and additions of personnel and promptly notify the contractor, in writing, whether a request is approved or disapproved.

H.10 Permits and Licenses

In performance of work under this contract, the contractor must, without additional expense to the Government, be responsible for obtaining any necessary license(s) and permits, and for complying with all Federal, State, and municipal laws, codes, and regulations applicable to the performance of work.

H.11 Confidentiality

All information regarding the procedures developed under this contract must be regarded as sensitive information by the contractor and not to be disclosed to anyone outside the contractor's organization without the written authorization from the contracting officer. Contractor personnel must sign a non-disclosure agreement before the initial start of work.

H.12 Travel

The Government anticipates that travel may be required in the performance of this contract. The contractor is to include travel in the proposal, in sufficient detail for the Government to ensure that all requirements are included. Total travel costs will have a Not to Exceed (NTE) ceiling. No travel expenses submitted in excess of the NTE ceiling will be reimbursed without approval from the DOI contracting officer.

Travel by the Contractor's staff, including subcontractors, in support of this project will be reimbursed by DOI provided:

- 1) The specific travel is authorized in writing by the COTR. The contractor's staff and subcontractors shall provide the COTR adequate time to review and approve travel plans. Note, all travel that is not in direct support of providing counseling services for families must be approved in advance by the COTR. The Government will not pay for any travel that is not approved in advance.
- 2) All travel costs and per diem costs must conform to the current Federal Travel Regulations (FTR) in effect at the time of travel authorization, including but not limited to, daily per diem and lodging rates in effect for the area at the time of the travel. Expenses not in conformity with the FTR will not be reimbursed and should not be submitted.
- 3) Approval of Foreign Travel. The cost of foreign travel is allowable only when the specific written approval of the Contracting Officer is obtained prior to commencing the trip. Approval shall be requested at least 90 calendar days before the scheduled departure date in order that all necessary clearances may be processed. Each individual trip must be approved separately, even though it may have been included in a previously approved budget. Foreign travel under this contract is defined as any travel outside of the United States and its territories and possessions.
- 4) Costs incurred by contractor personnel on official company business, whether foreign travel and/or domestic/local travel, are allowable, subject to the limitations contained in the Federal Acquisition Regulations (FAR) 31.205-46 – Travel Costs Receipts and other written evidence to support submitted travel expenses shall be retained by the Contractor for the duration of the contract plus one year, and made available to the CO or COTR on request. Travel not supported by receipts or other evidenced will not be reimbursed and should not be submitted.

The contractor shall state on all invoices that include claims for travel reimbursement that those claims are fully supported by proper documents, that the documents are available for audit, and that the claims confirm to the FTR.

H.13 Security

Security Clearance: A National Agency Clearance is required for the Counselors placed on military installations in performance of this contract.

Security Requirements: The offeror is responsible for safeguarding information of a confidential or sensitive nature. Failure to safeguard any classified/privileged information, which may involve the contractor's personnel or to which they may have access to, may subject the contractor's employees to criminal liability under Title 18, section 793 and 7908 of the United States Code. Provisions of the Privacy Act apply to all records and reports maintained by the contractor. All programs and materials developed at government expense during the course of this contract are the property of the government. As needed, contractor personnel shall be required to obtain and maintain security badges. Contractors will adhere to the security requirements of the different installation(s). The performance of this requirement will not require the contractor to have access to classified information.

The Common Access Card (CAC): The Common Access Card (CAC) will be issued only when appropriate, in accordance with current guidance, and approved or requested by OSD.

Section 508 Compliance Requirements: All electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

Reference, National Industrial Security Program. The contractor shall not require access to national security information at the time of initial contract award; however, a future requirement may involve an operation that will require access to national security information. At that point, specific requirements shall be defined which will include but not be limited to, contractor personnel be U.S. Citizens and be eligible to obtain a SECRET Security Clearance.

Access to DoD Information Systems. Select individuals who require access to DoD/QOL information systems regardless of CLASSIFICATION level must be U.S. Citizens and be determined trustworthy as a result of a favorable completion of a National Agency Check (NAC). The contractor shall identify those individuals requiring a NAC to the Government within 10 days after contract award.

Maintaining Privacy of Individual Records/Information. The contractor will be required to maintain (maintain, collect, use or disseminate) records or information about an individual that includes, but is not limited to, education, financial transactions, and employment history that contain their name or an identification system. In maintaining the privacy of the individuals, the contractor shall comply with the Privacy Act of 1974, 5 U.S.C. 552a on maintaining records on individuals and the conditions of disclosure. Protect the records as "FOR OFFICIAL USE ONLY". (See Attachment 12)

Operations Security (OPSEC). The contractor, to include their subcontractors, shall use the OPSEC process to protect FOR OFFICIAL USE ONLY and Privacy Act information under the Military OneSource program. This information is defined as controlled unclassified information obtained or generated as a result of Military OneSource business operations. The contractor/subcontractor shall not disclose controlled unclassified information to the public or any other organization outside of the Military OneSource framework of providers without the written approval from the COTR or the CO.

H.14 Standards

Services must adhere to standards of practice set forth by relevant Service/DoD policies, federal, state, and local laws.

The Contractor must demonstrate sound professional judgment and highest ethical standards in executing contract responsibilities.

The Contractor must be able to operate independently to assess a variety of family needs.

H.15 Representation

The Contractor will not represent the government at any state, federal, or military meeting or event.

H.16 Coordination and Communication

The Contractor will coordinate all program management, communication and service delivery through the COTR at OSD.

H.17 Contractor Attire

Contractor shall wear professional appropriate apparel, i.e., dresses, skirts, pants or slacks, shirt or blouse with collar and sleeves, shoes and socks. Tank-top shirts, cut-offs, shower shoes or similar items of apparel are prohibited. Clothing shall be clearly distinguishable from all U.S. Military Uniforms. Contractor shall maintain a neat well-groomed appearance at all times to facilitate credibility with clients, staff, and command.

H.18 Training

Contractor shall participate, as appropriate in locally available specialized training to maintain up-to-date knowledge and skills related to the military and civilian resources, database operation, and organizational structure. Attendance must be approved by the COTR and the Military Service HQ POC.

H.19 Small Business Participation Reporting and Compliance

It is the Government's expectation that the successful offeror will strive to meet or exceed the DOD's Ability One, Small Business, Woman Owned Small Business (WOSB), Historically Underutilized Business Zone (HubZone), Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SD-VOSB), Small Disadvantaged Business (SDB) and Historically Black Colleges and Universities/Minority Institutions (HBCI/MI) subcontracting goals proposed in response to this solicitation and throughout the period of performance of the resulting contract. The Government will audit compliance with the subcontracting goals proposed in response to this solicitation.

H.20 Subcontracting Compliance

The contractor understands and acknowledges that this requirement is a material part of the contract, and that failure to meet this requirement is a breach of contract, which can subject the contractor to a termination for cause action. Annually, on the anniversary date of the contract signing, the contractor will provide a letter report to the contracting officer showing how this requirement was met during the preceding 12 months

H.21 Electronic Transmission of Proprietary Data

The successful offeror shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation.

H.22 Non-Disclosure Agreement (NDA)

Reserved

H.23 Data Use, Disclosure of Information, and Handling of Sensitive Information: The contractor shall maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of client information. The contractor shall provide information only to the government, employees, contractors, and subcontractors having a need to know such information in the performance of their duties.

23.1. The contractor shall establish appropriate administrative and physical safeguards to ensure the security and confidentiality of client records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to the client.

23.2 All employees, contractors, and subcontractors who will have access to client information will be advised of the confidential nature of the information, that the records are subject to the requirements of the Privacy Act of 1974, and that unauthorized disclosures of client information may result in the imposition of possible criminal penalties.

23.3 The contractor agrees to assume responsibility for protecting the confidentiality of Government records, clients or otherwise, which are not public information.

23.4 Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement from the Contracting Officer.

23.5 If public information is provided to the contractor for use in performance or administration of this effort, the contractor except with the written permission from the Contracting Officer may not use such information for any other purpose. If the contractor is uncertain about the availability or proposed use of information provided for the performance or administration, the contractor will consult with the COTR regarding use of that information for other purposes.

23.6 The contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. Each employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a specific purpose and extent authorized herein.

23.7 Performance of this effort may require the contractor to access and use data/information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

23.8 Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval from the CO. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at not cost to the Government between the contractor and the data owner that provides for greater rights to the contractor.

23.9 All data received, processed, evaluated, loaded, and/or created shall remain the sole property of the Government unless specific exception is granted by the Contracting Officer.

H.24 Intellectual Property Rights: The Department of Defense shall receive *Unlimited Rights* in all intellectual property, including graphic and pictorial representations and text, created by the contractor during performance of this contract.

H.25 Ownership of Military OneSource (MOS) Logo, Web Address, 1-800 Telephone Number and Other MOS Related Materials: The MOS logo, web address, materials in front of the secure sign-in on the web site, all materials developed at the direction of the government, the 1-800 telephone contact line and all MOS materials that are not used with the vendors' civilian clients are considered property of the government. However, the vendor may retain use of such products as long as it is clearly understood that such products will continue to be used by the government.

H.26 Services For This Agreement

Any function or responsibility not specifically described in this Agreement but nevertheless considered an inherent part of the services described and required for the proper performance and provision of Services shall be deemed included for the purposes on this Agreement.

H.27 Performance Award Incentive Option Plan

(a) General. The performance incentive option plan provides for the evaluation of performance as defined in the QASP, and serves as the basis for decisions on whether the exercise of a monetary performance payment award may be considered by the Contracting Officer. Any changes to the performance incentive option plan will be made in writing and incorporated into the contract through a bilateral modification citing this clause. Achieving the requisite acceptable quality level(s) (AQL) as described in the QASP does not entitle the contractor to the exercise of an option period described in Section F.1 Period of Performance. Rather, achieving the requisite AQL(s) only permits the Contracting Officer to consider approving exercising a performance award option. Failure to receive a performance award is not subject to the Disputes Act.

(b) Evaluation Process. The Government shall monitor this effort according to the terms outlined in the QASP. At the end of each six-month period, within 30 days of receipt of the monthly reports, the Contracting Officer will

determine if the contractor met the incentive goals for that period. The contractor must meet all of the acceptable quality level(s) (AQL) outlined in the Quality Assurance Surveillance Plan (QASP) during the appropriate period in order to receive the monetary performance award. There are no partial incentive awards.

(c) For each period that the contractors meets the AQL s outlined in the QASP, the Section B.1 Consideration and Payment clause will be amended to reflect increased fixed prices for each period of performance as follows:

Base Period	one payment of \$250,000.00 at the conclusion of the base period
Option Period I	one payment of \$250,000.00 6 months after option exercise one payment of \$250,000.00 at the conclusion of the option period
Option Period II	one payment of \$250,000.00 6 months after option exercise one payment of \$250,000.00 at the conclusion of the option period
Option Period III	one payment of \$250,000.00 6 months after option exercise one payment of \$250,000.00 at the conclusion of the option period
Option Period IV	one payment of \$250,000.00 6 months after option exercise one payment of \$250,000.00 at the conclusion of the option period
Option Period V	one payment of \$250,000.00 at the conclusion of the option period

Sum Total of All Incentive Payments is \$2,500,000.00

(d) Cancellation of the performance incentive award.

(1) The Government has the unilateral right to cancel the performance incentive award plan for such periods in this contract if -

- (i) The Government no longer has a need or the funds for the performance award; or
- (ii) The contractor has failed to achieve the performance goals as outlined in the QASP for an evaluation period.

(2) When a performance incentive award is cancelled, any

- (i) Prior performance incentive awards for which the contractor remains otherwise eligible are unaffected.
- (ii) Subsequent performance incentive awards are thereby also cancelled.

(e) Performance incentive option administration. The performance incentive option evaluation(s) will be completed every six months. The contractor will be notified of the results and their eligibility to be considered for the respective performance incentive award no later than 30 days after the evaluation.

(f) Review process. The contractor may request a review of a performance incentive option evaluation which has resulted in the contractor being ineligible for the performance incentive option. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the evaluation.

H.28 Post Award Evaluation of Contractor Performance

a) Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the COTR, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the COTR, annually to coincide with the anniversary date of this effort.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b) Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address: <http://cpscontractor.nih.gov>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact that will be responsible for notifying the contracting official in the event the primary contact is unavailable to process the evaluation within the required thirty (30) calendar day time frame.

H. 29 Authorized Changes only by the Contracting Officer

(a) No order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the CO, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The CO is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Sharon Hallinan
381 Elden St., Suite 4000
Herndon, VA 20170
Phone: 703-964-3698
Fax: 703-964-8440
E-mail: Sharon.Hallinan@aqd.nbc.gov

